
**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH**

INXPRESS, LLC, a Utah limited liability
company,

Plaintiff,

v.

XGS, LLC, a Florida limited liability
company, CHRISTOPHER HORTENSI,
an individual, and CARLA HORTENSI,
an individual,

Defendants.

**ORDER GRANTING MOTION FOR
DEFAULT JUDGMENT ONLY AS TO
DEFENDANT XGS, LLC**

Case No. 2:21-cv-00620-RJS-JCB

Chief Judge Robert J. Shelby

Magistrate Judge Daphne A. Oberg

Having reviewed Plaintiff InXpress, LLC's Motion for Default Judgment,¹ which no party has opposed, and for good cause appearing, the court GRANTS the Motion only as to Defendant XGS, LLC (XGS). The court confines the relief it now grants to that specifically discussed and requested in InXpress's Motion, and therefore ORDERS:

That the Clerk of Court shall enter a default judgment in InXpress's favor on its breach of contract and unjust enrichment claims against only XGS in the amount of \$1,619,967.12.²

SO ORDERED this 6th day of July 2022.

BY THE COURT:



ROBERT J. SHELBY
United States Chief District Judge

¹ Dkt. 24.

² InXpress's proposed order includes a grant of "all reasonable attorney's fees, costs, and expenses incurred in collecting" on the judgment and accrual of interest, and states the judgment entered shall be "final." Though included in the proposed order, the Motion itself includes no discussion or request for such fees, costs, expenses, or interest. Nor is there any request that final judgment be entered—or the grounds for doing so—while the case is stayed against co-Defendants Carla Hortensi and Christopher Hortensi. Without prejudice to InXpress's ability to seek any of these things in the future, the court at this time declines to grant the fees, costs, expenses, post-judgment interest, and enter final judgment.